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THE FOCAL POINT, LLC; ANDREW SPINGLER;
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and SCOTT HILTON

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

THE FOCAL POINT, LLC, a California
limited liability company; ANDREW
SPINGLER; LINDA SPINGLER; G.
CHRISTOPHER RITTER; and SCOTT
HILTON,

Plaintiffs,

vs.

CNA INSURANCE COMPANY, INC.;
CONTINENTAL CASUALTY
COMPANY,

Defendants.

Case No. C 07-05764 MHP

VIA ELECTRONIC FILING

**ADMINISTRATIVE MOTION TO FILE
DOCUMENTS UNDER SEAL;
DECLARATION OF DANIEL T. BALMAT**

(L.R. 7-11; L.R. 79-5(c))

Judge: Honorable Marilyn H. Patel

1 Pursuant to Civil Local Rules 7-11 and 79-5(c), plaintiffs The Focal Point, LLC, Andrew
2 Spingler, Linda Spingler, G. Christopher Ritter and Scott Hilton (collectively, the “Plaintiffs”)
3 request that portions of the following documents be filed under seal: Plaintiffs’ Notice of Motion
4 and Motion for Partial Summary Judgment and Memorandum of Points and Authorities (the
5 “Motion”); the Declaration of Elliot Peters in support of the Motion (the “Peters Declaration”);
6 the Declaration of Ethan Miller in Support of the Motion (the “Miller Declaration”); and the
7 Declaration of Andrew Spingler in support of the Motion (the “Spingler Declaration”).

8 Portions of the Motion and the Spingler Declaration are sealable because they refer to the
9 terms of a proposed Settlement Agreement between Plaintiffs and non-party Brian Ward
10 (“Ward”). The Plaintiffs and Ward will finalize and execute the Settlement Agreement shortly,
11 and expect the final Settlement Agreement to contain (consistent with previous drafts) express
12 terms that prohibit the Plaintiffs from disclosing the terms of the Settlement Agreement. See
13 Declaration of Daniel T. Balmat, below, at ¶ 2. In addition, drafts of the Settlement Agreement
14 are attached as Exhibit B to the Peters Declaration and as Exhibit K to the Miller Declaration.

15 In addition, portions of the Motion and the Spingler Declaration, and Exhibit A to the
16 Peters Declaration are sealable because they discuss in detail certain of the facts and
17 circumstances which gave rise to the dispute between Ward and the Plaintiffs. Plaintiffs expect
18 that these facts and circumstances will be subject to the confidentiality and non-disparagement
19 provision in the final Settlement Agreement. Further, Plaintiffs believe that the materials
20 referring to the Ward dispute should be sealed to prevent any risk that disclosure of this
21 information may impinge upon Ward’s right to privacy, or risk that disclosure of this information
22 may subject Ward to public obloquy. Balmat Decl. ¶ 3.

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Consequently, Plaintiffs move that the portions of text referred to above (identified as sealable in the documents that will be manually submitted to the Court), and Exhibits A and B to the Peters Declaration and Exhibit K to the Miller Declaration be filed under seal. Plaintiffs will concurrently lodge with the Clerk a proposed order to this effect.

Respectfully submitted,

Dated: February 7, 2008

Squire, Sanders & Dempsey L.L.P.

By: /s/ Daniel T. Balmat
Daniel T. Balmat

Attorneys for Plaintiffs
THE FOCAL POINT, LLC; ANDREW SPINGLER; LINDA SPINGLER; G. CHRISTOPHER RITTER; and SCOTT HILTON

DECLARATION OF DANIEL T. BALMAT

I, DANIEL T. BALMAT, declare as follows:

1. I am an attorney admitted to practice law before this Court and all of the courts of the State of California. I am an associate with the firm of Squire, Sanders & Dempsey L.L.P., counsel to Plaintiffs in the above-referenced matter. Except as to those matters I allege on information and belief (which I believe to be true), I have personal knowledge of the following facts and, if called as a witness, I could and would competently testify thereto.

2. Portions of the Plaintiffs' Motion for Partial Summary Judgment and Memorandum (the "Motion") and the Declaration of Andrew Spingler in support of the Motion (the "Spingler Declaration") are sealable because they refer to the terms of a proposed Settlement Agreement between Plaintiffs and non-party Brian Ward ("Ward"). The Plaintiffs and Ward will finalize and execute the Settlement Agreement shortly, and expect the final Settlement Agreement to contain (consistent with previous drafts) express terms that prohibit the Plaintiffs from disclosing the terms of the Settlement Agreement. In addition, drafts of the Settlement Agreement are attached as Exhibit B to the Declaration of Elliot Peters in support of the Motion

1 (the "Peters Declaration") Declaration and as Exhibit K to the Declaration of Ethan A. Miller in
2 support of the Motion (the "Miller Declaration").

3 3. In addition, portions of the Motion and the Spingler Declaration and Exhibit A to
4 the Peters Declaration are sealable because they discuss in detail certain of the facts and
5 circumstances which gave rise to the dispute between Ward and the Plaintiffs. Plaintiffs expect
6 that these facts and circumstances will be subject to the confidentiality and non-disparagement
7 provision in the final Settlement Agreement. Further, Plaintiffs believe that the materials
8 referring to the Ward dispute should be sealed to prevent any risk that disclosure of this
9 information may impinge upon Ward's right to privacy, or that disclosure of this information may
10 subject Ward to public obloquy.

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12 I declare under penalty of perjury that the foregoing is true and correct.

13 Executed on February 7, 2008 at San Francisco, California.

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15 /s/ Daniel T. Balmat
16 DANIEL T. BALMAT

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